

AG Contract No.: KR02-1977TRN
ADOT ECS File No.: JPA 02-130
TRACS No.: HX086 01C
Project No. S-B08-A-506
Section: B-8 @ Avenue 4E (MP 8 0)
BUDGET SOURCE: Traffic
Item No.: 71204

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA,
YUMA COUNTY, ARIZONA
AND
THE CITY OF YUMA

THIS AGREEMENT is entered into 28th August, 2003, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State"), the COUNTY OF YUMA, acting by and through its BOARD OF SUPERVISORS (the "County"), and the CITY OF YUMA, acting by and through its MAYOR and CITY COUNCIL (the "City")

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 and 11-952 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County

3. The City is empowered by Arizona Revised Statutes Section 9-240 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City

4. The State, the County and the City desire to participate in the design, construction, construction engineering, construction administration, maintenance and electric costs upon construction completion of a new warranted traffic signal and ancillary equipment, at the intersection of B-8 and Avenue 4E (MP 8 0), herein referred to as the "Project", with a total estimated construction cost of \$187,926.00.

NO. 26261
Filed with the Secretary of State
Date Filed: 08/28/03

Janice K. Brewer
Secretary of State

By: Vincent J. Graenewald

5. The parties hereto acknowledge the following conditions: 1) The State will be responsible for 50% of the total cost of the Project referenced herein, with an estimated participation amount of \$93,963.00; 2) The County will be responsible for 30% of the total cost of the Project referenced herein, with an estimated participation amount of \$56,378.00; and 3) The City will be responsible for 20% of the total cost of the Project referenced herein, with an estimated participation amount of \$37,585.00. The City will be responsible for maintenance and electrical costs upon construction completion.

6. The parties hereto agree: 1) The State shall be the lead agency for the Project; 2) The amounts referenced in this agreement are subject to change; 3) The estimated amounts can change substantially; and 4) All parties will perform their responsibilities consistent with the agreement.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Be responsible for 50% of the total actual costs of the Project, an amount estimated at \$187,926.00, and 50% of all total actual Project costs greater than the estimated Project costs referenced herein. The State's participation amount is estimated to be \$93,963.00. Be responsible for any contractor claims for extra compensation due to delays or whatever reason, attributable to the State.

b. Upon execution of this agreement, invoice the County \$56,378.00, for the County's estimated 30% participation in the estimated cost of the Project, and invoice the City \$37,585.00 for the City's 20% participation in the estimated cost of the Project, referenced herein.

c. Prepare to City standards, design plans, specifications and such other documents and services required for construction bidding and construction of the Project. Incorporate or resolve County's and City's review comments.

d. Call for bids and award one or more construction contract(s) to accomplish the Project. Administer same and make all payments to the contractor(s). Confer with, and obtain written consent from the County and the City on any Project related construction contract modifications.

e. Grant the City perpetual right-of-entry to access State's rights-of-way as required to perform maintenance of the Project.

f. Upon completion of the Project, along with the City, approve and accept the Project on behalf of the parties herein.

g. Upon completion of the Project, invoice or reimburse the County and the City, for any difference between the total cost of the Project, and the amounts paid by said parties over or under the estimated Project costs of \$187,926.00, referenced herein.

2. The County will:

a. Be responsible for 30% of the actual costs of the Project, an amount estimated at \$187,926.00, and 30% of all total actual Project costs greater than the estimated Project costs referenced herein. The County's participation amount is estimated to be \$56,378.00. Be responsible for any contractor claims for extra compensation due to delays or whatever reason, attributable to the County.

b. Upon execution of this agreement and within 30 days after receipt of an invoice, remit to the State \$56,378.00, for the County's estimated 30% participation in the estimated cost of the Project.

c. Review the design documents and provide written comments. Review construction contract modifications and provide written consent to the State.

d. Grant the City perpetual right-of-entry to access County's rights-of-way, as required to perform maintenance associated with the Project.

e. Upon completion of the Project, if applicable and upon receipt of an invoice, remit to the State 30% of all costs over and above the \$187,926.00, for increases associated in the cost of the Project.

3. The City will:

a. Be responsible for 20% of the actual costs of the Project, an amount estimated at \$187,926.00, and 20% of all total actual Project costs greater than the estimated Project costs referenced herein. The City's participation amount is estimated to be \$37,585.00. Be responsible for any contractor claims for extra compensation due to delays or whatever reason, attributable to the City.

b. Upon execution of this agreement and within 30 days after receipt of an invoice, remit to the State \$37,585.00, for the City's estimated 20% participation in the estimated cost of the Project.

c. Review the design documents and provide written comments. Review construction contract modifications and provide written consent to the State.

d. Upon completion of the Project, along with the State, approve and accept the Project on behalf of the parties herein.

e. Upon completion of the Project, if applicable and upon receipt of an invoice, remit to the State 20% of all costs over and above the \$187,926.00, for increases associated in the cost of the Project.

f. Upon completion and acceptance of the Project, provide electrical energy, labor, materials and equipment associated with the Project and be responsible for the operation and maintenance of said Project, all at City expense.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the advertisement of the Project construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees), hereinafter collectively referred to as "claims", arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents employees, or volunteers.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36

7. The parties to this agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona, and incorporated herein by reference regarding "Non-Discrimination".

8. Non-Availability of Funds: Every payment obligation of State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

10. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007
FAX: 602-712-7424

Yuma County
County Engineer
2703 South Avenue B
Yuma, AZ 85364

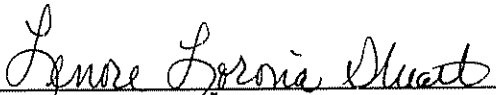
City of Yuma
City Administrator
One City Plaza
PO Box 13014
Yuma, Arizona 85366-3014

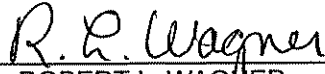
10. In accordance with Arizona revised Statutes Sections 11-952, (D) attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

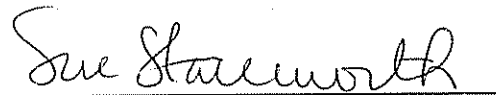
YUMA COUNTY

CITY OF YUMA

By 
LENORE LORONA STUART
Chairwoman of the Board

By 
ROBERT L. WAGNER
City Administrator

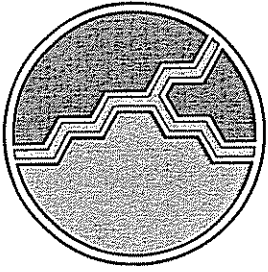
ATTEST ATTEST

By 
SUE STALLWORTH
Interim Clerk of the Board

By 
BRIGHTA STANZ
City Clerk

STATE OF ARIZONA
Department of Transportation

By 
MICHAEL P. MANTHEY, P.E.
State Traffic Engineer



City of YUMA

CERTIFICATION

I, Brigitta K. Stanz, do hereby certify that I am the duly appointed City Clerk of the City of Yuma, Arizona, and that the attached resolution, Resolution R2003-33, is a true and correct copy of the resolution on file in the Office of the City Clerk.

Brigitta K. Stanz

Brigitta K. Stanz, City Clerk

6.24.03

Date

RESOLUTION NO. R2003-33

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF YUMA, ARIZONA, AUTHORIZING AND
APPROVING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT WITH THE
STATE OF ARIZONA AND THE COUNTY OF YUMA,
FOR THE CONSTRUCTION, OPERATION AND
MAINTENANCE OF CERTAIN PUBLIC
IMPROVEMENTS.**

WHEREAS, the State of Arizona (State) has caused the study of the intersection of City 32nd Street (B-8) and County of Yuma (County) Avenue 4E; and,

WHEREAS, said study has determined that the construction, operation and maintenance of a traffic signal at that intersection (Project) to be a warranted action under State guidelines; and,

WHEREAS, the State, the County and the City of Yuma (City) separately exercise jurisdiction over roadway rights-of-way at or adjacent to the intersection of 32nd Street and Avenue 4E; and,

WHEREAS, the State, the County and the City have determined that a consolidation of efforts by all three (3) parties to undertake the construction, operation and maintenance of the Project will provide the greatest benefit to the State, the County, the City and the Public.

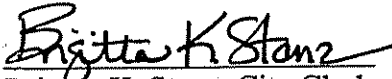
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Yuma, Arizona, that the City Administrator is authorized and directed to execute an Intergovernmental Agreement with the State of Arizona and the County of Yuma, as shown in Exhibit A, attached hereto and by this reference made a part hereof.

Passed and adopted this 18th day of June, 2003.

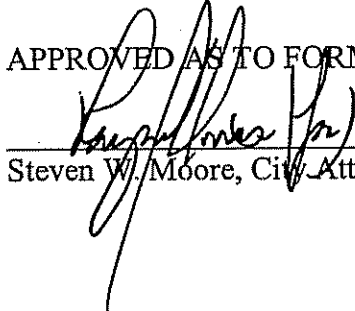
APPROVED:


Lawrence K. Nelson, Mayor

ATTESTED:


Brigitte K. Stanz, City Clerk

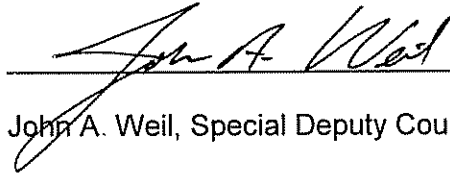
APPROVED AS TO FORM:


Steven W. Moore, City Attorney

APPROVAL OF THE YUMA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and YUMA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 1st day of July, 2003



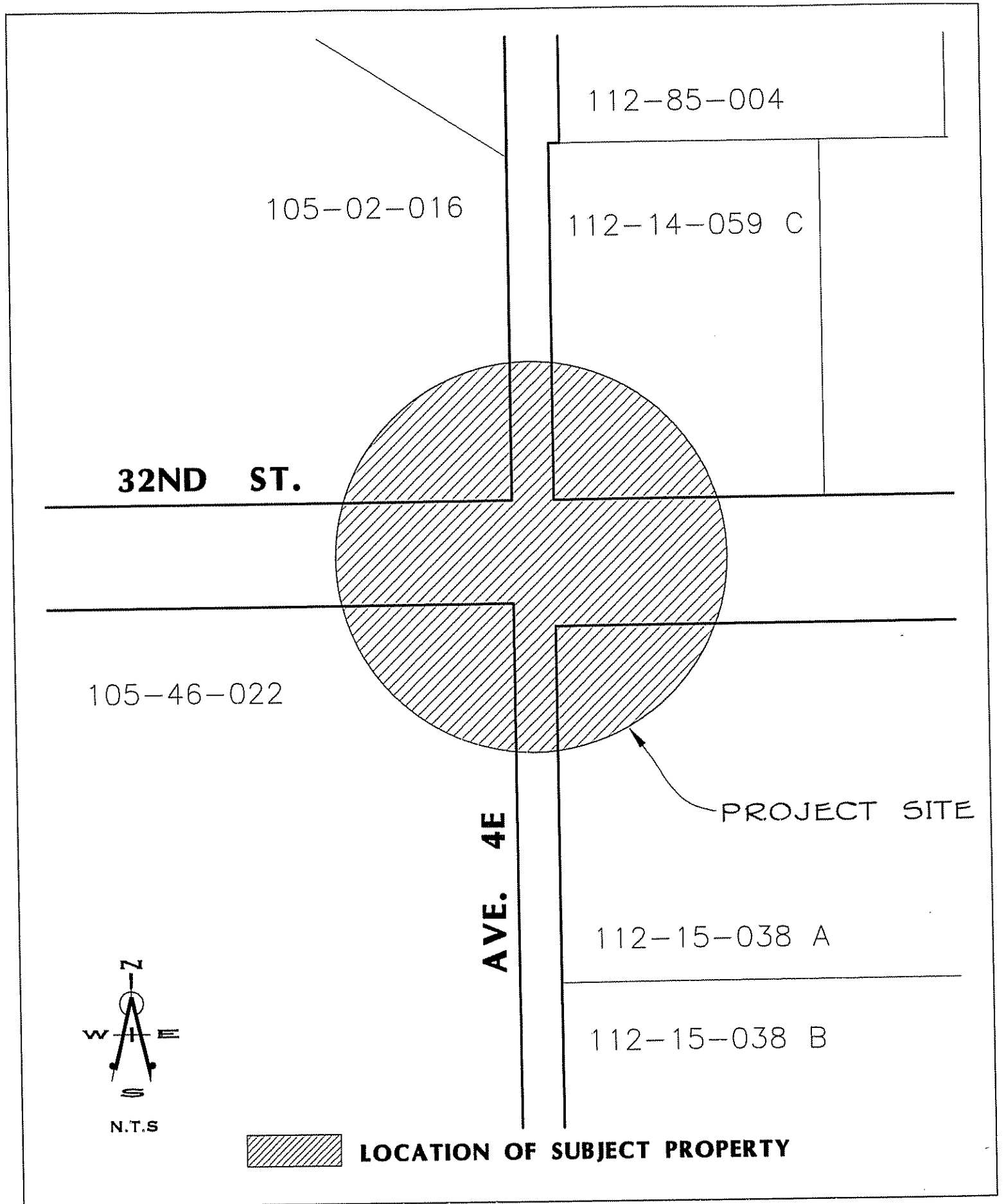
John A. Weil, Special Deputy County Attorney

APPROVAL OF THE YUMA CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and YUMA CITY and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 28th day of July 2003.

Steven W. Moore
City Attorney



| | | | |
|----------------------------|--|-----------------|---------|
| Prepared by: JESUS GARCIA. | <div>DEPT. OF PUBLIC WORKS</div> <div>CITY OF YUMA ARIZONA</div> | DATE: 5-19-2003 | CIP NO. |
| Checked by: PAUL BROOBERG | | SCALE: N.T.S | |
| | | REVISED: | |



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8855

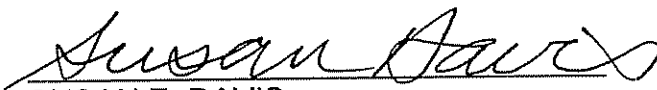
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR02-1977TRN (JPA 02-130), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED August 20, 2003.

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/ss

att.

95% ENGINEER'S COST ESTIMATES

B8 AT AVENUE 4E- YUMA

B8 YU 008, HX 086 01C, SB 08-A-304

| CITY OF YUMA | | | | | | |
|----------------------------|--|-----|-------|----|-----------|--------------|
| --- | INTERNALLY ILLUMINATED STREET NAME SIGNS | 4 | EACH | \$ | 2,500.00 | \$ 10,000.00 |
| --- | PRIORITY CONTROL SYSTEM - 3 CHANNEL | 1 | L-SUM | \$ | 20,000.00 | \$ 20,000.00 |
| --- | PULL BOX (NO. 5) | 2 | EACH | \$ | 350.00 | \$ 700.00 |
| --- | INTERCONNECT CONDUIT | 940 | L.FT | \$ | 7.00 | \$ 6,580.00 |
| SUB-TOTAL | | | | | | \$ 37,280.00 |
| | | | | | | |
| TOTAL | | | | \$ | | 37,280.00 |
| CONSTRUCTION & ENGR. (15%) | | | | \$ | | 5,592.00 |
| CONTINGENCIES (5%) | | | | \$ | | 1,864.00 |
| TOTAL COST (COY) | | | | \$ | | 44,736.00 |
| | | | | | | |
| TOTAL PROJECT COST | | | | \$ | | 44,736.00 |

95% ENGINEER'S COST ESTIMATES

B8 AT AVENUE 4E- YUMA
B8 YU 008, HX 086 01C, SB 08-A-304

| BID NUMBER | DESCRIPTION | QUANTITY | UNIT | UNIT COST | TOTAL COST |
|------------------------------|--|----------|---------|--------------|---------------|
| TRAFFIC STRIPING & SIGNING | | | | | |
| 6080101 | MISCELLANEOUS WORK (SIGNS) | 1 | L.SUM | \$ 2,000.00 | \$ 2,000.00 |
| 7010001 | MAINTENANCE AND PROTECTION OF TRAFFIC | 1 | L.SUM | \$ 3,000.00 | \$ 3,000.00 |
| 7010006 | FURNISH AND INSTALL TEMPORARY TRAFFIC CONTROL DEVICES | 1 | L.SUM | \$ 750.00 | \$ 750.00 |
| 7015051 | OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL, OR LEGEND) | 4 | EACH | \$ 150.00 | \$ 600.00 |
| 7015052 | OBLITERATE PAVEMENT MARKING (STRIPE) | 4,300 | L.FT. | \$ 0.33 | \$ 1,419.00 |
| 7040003 | PAVEMENT MARKING (WHITE SPRAYED THERMOPLASTIC)(0.060") | 4,150 | L.FT. | \$ 0.50 | \$ 2,075.00 |
| 7040004 | PAVEMENT MARKING (YELLOW SPRAYED THERMOPLASTIC)(0.060") | 2,500 | L.FT. | \$ 0.50 | \$ 1,250.00 |
| 7050023 | PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW | 6 | EACH | \$ 180.00 | \$ 1,080.00 |
| 7050024 | PAVEMENT MARKING, PREFORMED, TYPE I, DOUBLE ARROW | 2 | EACH | \$ 215.00 | \$ 430.00 |
| 7050026 | PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY) | 4 | EACH | \$ 216.00 | \$ 864.00 |
| 9010001 | MOBILIZATION | 1 | L.SUM | \$ 5,000.00 | \$ 5,000.00 |
| SUB-TOTAL | | | | | \$ 18,468.00 |
| TRAFFIC SIGNAL | | | | | |
| 7310110 | POLE (TYPE J) | 2 | EACH | \$ 2,200.00 | \$ 4,400.00 |
| 7310140 | POLE (TYPE R) | 2 | EACH | \$ 3,000.00 | \$ 6,000.00 |
| 7310290 | POLE FOUNDATION (TYPE J) | 2 | EACH | \$ 2,000.00 | \$ 4,000.00 |
| 7310320 | POLE FOUNDATION (TYPE R) | 2 | EACH | \$ 1,500.00 | \$ 3,000.00 |
| 7310590 | MAST ARM (40 FT.) (TAPERED) | 2 | EACH | \$ 1,750.00 | \$ 3,500.00 |
| 7310610 | MAST ARM (50 FT.) (TAPERED) | 2 | EACH | \$ 3,000.00 | \$ 6,000.00 |
| 7320055 | ELECTRICAL CONDUIT (2") (PVC) | 1,150 | L.FT. | \$ 7.00 | \$ 8,050.00 |
| 7320060 | ELECTRICAL CONDUIT (2 1/2") (PVC) | 20 | L.FT. | \$ 15.00 | \$ 300.00 |
| 7320070 | ELECTRICAL CONDUIT (3") (PVC) | 400 | L.FT. | \$ 10.00 | \$ 4,000.00 |
| 7320200 | ELECTRICAL CONDUIT (2") (CONCRETE ENCASED) | 20 | L.FT. | \$ 15.00 | \$ 300.00 |
| 7320410 | PULL BOX (NO. 5) | 6 | EACH | \$ 350.00 | \$ 2,100.00 |
| 7320420 | PULL BOX (NO. 7) | 2 | EACH | \$ 450.00 | \$ 900.00 |
| 7320421 | PULL BOX (NO. 7) WITH EXTENSION | 1 | EACH | \$ 500.00 | \$ 500.00 |
| 7320650 | CONDUCTORS | 1 | L.SUM | \$ 5,000.00 | \$ 5,000.00 |
| 7330060 | TRAFFIC SIGNAL FACE (TYPE F) | 18 | EACH | \$ 500.00 | \$ 9,000.00 |
| 7330210 | TRAFFIC SIGNAL FACE (PEDESTRIAN)(MAN/HAND) | 8 | EACH | \$ 600.00 | \$ 4,800.00 |
| 7330220 | PEDESTRIAN PUSH BUTTON | 4 | EACH | \$ 250.00 | \$ 1,000.00 |
| 7330310 | TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE II) | 10 | EACH | \$ 200.00 | \$ 2,000.00 |
| 7330360 | TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE VII) | 8 | EACH | \$ 350.00 | \$ 2,800.00 |
| 7350120 | LOOP DETECTOR FOR TRAFFIC SIGNALS (6' X 6') | 4 | EACH | \$ 500.00 | \$ 2,000.00 |
| 7350140 | LOOP DETECTOR FOR TRAFFIC SIGNALS (6' X 50')(QUAD) | 6 | EACH | \$ 800.00 | \$ 4,800.00 |
| 7360030 | LUMINARE (HORIZONTAL MOUNT)(HPS 250 WATT) | 4 | EACH | \$ 400.00 | \$ 1,600.00 |
| 9240015 | PROVIDE ELECTRICAL SERVICE | 1 | L.SUM | \$ 5,000.00 | \$ 5,000.00 |
| --- | TYPE 170 CONTROLLER & 332 CABINET (CITY OF YUMA FURNISHED) | 1 | L.SUM | \$ 16,000.00 | \$ 16,000.00 |
| --- | CONTROL CABINET FOUNDATION | 1 | EACH | \$ 1,000.00 | \$ 1,000.00 |
| SUB-TOTAL | | | | | \$ 98,050.00 |
| ROADWAY | | | | | |
| 2010001 | CLEARING AND GRUBBING | 1 | L.SUM | \$ 2,000.00 | \$ 2,000.00 |
| 2020030 | REMOVAL OF ASPHALTIC CONCRETE PAVEMENT | 197 | SQ.YD. | \$ 9.00 | \$ 1,773.00 |
| 2020201 | SAWCUTTING | 585 | LIN.FT. | \$ 2.00 | \$ 1,170.00 |
| 3030002 | AGGREGATE BASE COURSE (12") | 62 | TON | \$ 90.00 | \$ 5,580.00 |
| 4040002 | ASPHALT CEMENT (4" THICK) | 19 | TON | \$ 200.00 | \$ 3,800.00 |
| 4061003 | PAVEMENT CUT & REPLACEMENT (409 MIX) | 45 | SQ.YD. | \$ 180.00 | \$ 8,100.00 |
| --- | CONCRETE CURB AND GUTTER (C.O.Y. 3-120) | 320 | L.FT. | \$ 15.00 | \$ 4,800.00 |
| --- | CONC. CURB TERMINATION SECTION (C.O.Y. 3-170) | 8 | EACH | \$ 100.00 | \$ 800.00 |
| 9080295 | CONCRETE SIDEWALK RAMP (C - 05.30)(TYPE 1) | 2 | EACH | \$ 800.00 | \$ 1,600.00 |
| 9080300 | CONCRETE SIDEWALK RAMP (C - 05.30)(TYPE 6) | 2 | EACH | \$ 1,000.00 | \$ 2,000.00 |
| 9250001 | CONSTRUCTION SURVEYING AND LAYOUT | 1 | L.SUM | \$ 1,000.00 | \$ 1,000.00 |
| SUB-TOTAL | | | | | \$ 33,166.00 |
| TOTAL | | | | | \$ 149,684.00 |
| CONSTRUCTION & ENGR. (15%) | | | | | \$ 22,453.00 |
| CONTINGENCIES (5%) | | | | | \$ 7,485.00 |
| TOTAL COST (ADOT & YUMA CO.) | | | | | \$ 179,622.00 |